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STATE OF KANSAS LYON CO.
VOL 593 PAGE 699

2005 DEC -1 PM 3: 01

REGISTER OF DEEDS
VICTORIA LOPEZ

**Thornedale Addition
Amendment to Agreement**

This amendment is made this 1st day of Dec., 2005 in connection with the Agreement recorded in Volume 332, Page 753 in the Office of the Register of Deeds of Lyon County, Kansas in connection with the following described real property situated in Lyon County, Kansas:

The Northeast Quarter of Section 8, Township 19 South, Range 12 East of the 6th Principal Meridian, including Thornedale Addition situated therein.

The undersigned parties hereby certify that they are owners of the fee simple title to 75% or more of the front feet of the building sites shown in Thornedale Addition and that this amendment is made in accordance with the voting rights within Covenant Number 6 of said Agreement.

The parties hereto hereby agree to amend said Agreement as follows:

1. Covenant Number 5

- A. The committee or its successors may levy an annual assessment not to exceed \$100.00 per lot or building site upon which a house or other improvement has been located.
- B. The committee or its successors may levy an annual assessment on unimproved lots not to exceed 25% of the assessment to be made upon improved lots.

Add Item C

- C. The Committee or its successors may levy special assessments deemed necessary during any one year that exceed an aggregate of 50% of the annual assessment by receiving documented approval from 75% of Thornedale lot owners. The above requirement will not include unfunded government mandates of which the committee has no control.

2. Covenant Number 6

- A. To waive the time restriction of one year prior to each five year period of the Agreement date for this amendment. This amendment will become effective on January 1, 2006 and continue in effect until such

699

Filed for Record this 8 day of April
1963 at 3:30 o'clock P.M. and duly recorded
in Vol. 280 Page 407

PROTECTIVE COVENANTS

By Bill Maxwell
REGISTER OF DEEDS
By Donna Adams DEPUTY

THIS DECLARATION, made this 25th day of March, 1963, at Emporia, Lyon County, Kansas, by Joe Imthurn, a single man, Verner G. Hurt and Dora M. Hurt, husband and wife, and Floyd J. Andrews and Bertha E. Andrews, husband and wife, hereinafter called the Grantors.

WITNESSETH that, WHEREAS the Grantors are the owners of the following described real estate located in Lyon County, Kansas, to wit:

The Northeast Quarter of Section 8, Township 19 South, Range 12 East of the 6th Principal Meridian;

and,

WHEREAS, Grantors desire to subject said real estate above described to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said real estate and for each owner thereof, and each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and each of which shall apply to and bind the successors in interest, and each of which shall apply to and bind any owner of all or any part of said real estate above described;

Now, THEREFORE, in order to assure the continuity of desirable development of said real estate, Grantors hereby declare that said real estate above described is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

FIRST: No structures or improvements shall be erected, altered, placed, or permitted to remain on any building site subject to this declaration other than one new detached single family dwelling with private garage and such other structures for said single family use and beautification of the landscape as are appropriate to such use. No structures or improvements shall be erected, altered, placed or permitted to remain closer than thirty (30) feet to any side tract-line on any building site subject to this declaration. Each such separate dwelling shall have a minimum square foot area of not less than 1,200 square feet inside measurement at ground level, not including porches and garages.

SECOND: No dwelling, outbuilding or improvement shall be erected, placed, altered or permitted to remain on any premises in said development until the building or other improvements, plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to external design and as to the location of the improvements with respect to topography, grade and finished ground elevation by a committee of three (3) individuals appointed by the Grantors, or by a majority of them, such committee to be composed of considering and passing upon such matters; and the decisions of such committee or of a majority of the members thereof, shall be binding upon all parties. In the event of the death or resignation of any of said committee members, the surviving committee member or members shall select other residents of the development as members of said committee; provided, however, that at any time after there are five or more residents of Thorndale, which shall be the name of the development of the above described real estate, said committee shall thereafter be chosen by a majority vote of the tract owners of Thorndale at annual elections held for that purpose. The owner of each tract, including the Grantors herein, shall be entitled to one vote for each tract owned. Each committee member shall hold office until his successor has been duly selected; provided further that said committee shall not be liable in damages to anyone so submitting plans for approval for failure or neglect to approve the same. In the event said committee should fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted

to said committee, this covenant will be deemed to have been fully complied with. If construction or alteration of improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements or bring mandatory injunctions to require the removal thereof.

THIRD: No building site shall be less than one tract as shown on the plat of said real estate development, except where approved by the committee heretofore established. Private driveways shall have drainage pipes across culverts sufficient in size to allow the free flow of water in the culverts.

FOURTH: No boarding house, rooming house, business, trade, vocation or profession shall be carried on or be permitted to be carried on upon any lot in said development, nor shall any similar or dissimilar noxious, offensive or annoying activities be carried on upon any lot in said development, it being the intention of these covenants and restrictions to limit the use of said lots to that of a private dwelling for a single family only.

FIFTH: No structure of a temporary character shall be used for human habitation on any tract, and no trailer, basement, tent, shack, garage, or barn erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land. Construction of any structure shall be completed within one year.

SIXTH: No animals or poultry of any kind, other than personal pets belonging to resident owners and their families, shall be kept or maintained on any part of the real estate subject to these covenants. No animals shall be kept for commercial purposes.

SEVENTH: No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted; provided, however, that permission is granted for the erection and maintenance of not more than one signboard of each building site as sold and conveyed, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected and improvements thereon, if any.

EIGHTH: Oil drilling, oil development operations, refining and mining or quarrying of any kind shall not be permitted upon or in any of the building sites subject to these covenants or in any area common to all building sites, nor shall oil wells and related installations, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants or in any area common to all building sites.

NINTH: (a) Unless and until sewers are installed, connected and in use on said building sites and each and every part of said development, the septic tanks used for sewage disposal and the laterals therefore or seepage pools shall be installed and so located on each lot so as to be readily accessible for cleaning, treatment and services. Plans for installation of septic tanks and laterals or seepage pools shall be submitted to and approved by the appropriate county health authority before construction thereof is begun. All septic tanks and laterals or seepage pools shall be constructed, erected and installed by persons experienced in such installation in conformance with the requirements of said health authority and shall be subject to the approval and continued approval of the committee hereinbefore established. The provisions regarding septic tanks and the installation thereof may be enforced by appropriate injunction proceedings by the Board of Commissioners of Lyon County, Kansas.

(b) Easements for utility installations and maintenance affecting all lots subject to these declarations are reserved as shown on the recorded plat or plats now or hereafter filed describing the premises or any part thereof.

TENTH: The committee heretofore established shall have the right to improve and maintain the streets, parks, dam, lake and other common areas and to exercise general care, supervision and maintenance of said development and the lots therein situated, and for said purposes said committee may assess an annual assessment not exceeding \$50.00 per lot or building site; provided, however, that the amount of said annual assessment may be increased or decreased by vote of the owners of a majority of the lots in said development. The committee shall have the right to bring legal action to enforce said assessment, and said assessment, when reduced to judgment, shall constitute a lien against the lot to which assigned, the owner thereof waiving any legal exemption applying thereto hereby.

ELEVENTH: Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their heirs, personal representatives, successors and assigns for a period of five (5) years from the date hereof, and automatically shall be continued thereafter for successive periods of five (5) years each; provided, however, that the owners of the fee simple title to 75% of the front feet of the building sites subjected to this declaration and such other building sites as may hereafter be subjected hereto may release all of the land so restricted from any one or more of said restrictions at the end of the first five year period or any successive five year period by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same in the Office of the Register of Deeds of Lyon County, Kansas, at least one (1) year prior to the expiration of the first or of any successive five year period.

TWELFTH: No firearms shall be used on the premises. Boats with motors shall not be operated on the lake. Fishing, boating and swimming on and in the lake shall be limited to residents of this development and their guests. The committee heretofore established shall have full authority to make and enforce appropriate rules concerning the use of the lake and ways leading thereto, including but not limited to restricting the number of guests which residents may authorize to use the lake and the manner in which the guests may be so authorized. The owners of the lots adjacent to the lake agree to keep the shoreline well maintained and clean, and they further agree to keep the shoreline well screened from view of any laundry lines or such obstacles that would detract from the natural beauty of the lake. Water cannot be drawn from the lake for the purpose of watering lawns or for any other private use, except as authorized by the committee heretofore established.

THIRTEENTH: No lot or lake shall be used or maintained as a dumping ground for trash or rubbish. Nothing shall be done to contaminate the waters of the lake.

FOURTEENTH: Grantors reserve the right to impose further restrictions on any unsold lot or lots by an appropriate written instrument or by deed duly executed and filed for record in the Office of the Register of Deeds of Lyon County, Kansas. Such additional provision, however, shall not remove the restrictions herein set forth, but shall be cumulative thereto.

FIFTEENTH: The covenants herein set forth shall run with the land and bind the present owners, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their heirs, personal representatives, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any person or persons except in respect to breaches committed during his or their seisin of or title to said land; and Grantors, or said committee or the owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal damages, and the failure of Grantors, said committee or the owners of any lot or building sites hereby restricted to enforce

THORNE DALE ADDITION
Amendment to Protective Covenants

This amendment is made this 6 day of May, 1969 in connection with the protective covenants recorded in Book 280 of Miscellaneous Records, page 407 in the Office of Register of Deeds of Lyon County, Kansas in connection with the following described real property situated in Lyon County, Kansas:

The Northeast Quarter of Section 8, Township 19 South, Range 12 East of the 6th Principal Meridian, including Thorne Dale Addition situated therein.

The undersigned parties hereby certify that they are owners of the fee simple title to 75% or more of the front feet of the building sites shown in Thorne Dale Addition; that this amendment is made in accordance with paragraph Eleventh of the protective covenants to this addition; furthermore certain of the parties shown below are also named as grantors in said protective covenants and are the only grantors named therein who are still living, the said Verner G. Hurt being now deceased; that said grantors also sign this instrument as both grantors as provided by the protective covenants and as owners referred to in paragraph Eleventh of the protective covenants.

The parties hereto hereby release all property within said addition of the requirement provided for in the last sentence of paragraph First in said protective covenants, specifically the requirement that there must be 1,200 square feet inside measurement at ground level for each separate dwelling.

In accordance with paragraph Fourteenth of the protective covenants the grantors hereby impose the following restriction on all unsold lots in the addition:

Each separate dwelling shall have a minimum square foot area of not less than 1,200 square feet inside measurement, not including porches and garages nor basement area, but specifically in the case of split level construction, the two lower levels, exclusive of the basement level, may be counted in determining the minimum 1,200 square foot area provided both such levels are fully finished.

The undersigned title owners hereby ratify and approve the foregoing restriction in regard to minimum square foot area.

LeRoy Pierce

Wayne M. Muel

Kathryn Bowden

Donna M. Muel

George W. Wyatt

Mrs. Mabel A. Goff

Leo R. R. Spelman

C. P. Maxwell

F. J. Anderson

Chas. L. Lattin

Gene B. Hurt

Owen Samuelson

James W. Hollar

Walter L. Hollar

Walter B. Brown

Garrett W. Fleming

STATE OF KANSAS, Lyon County, ss
Filed for record this 8 day of May
1969 at 4:00 o'clock PM and duly recorded
in Vol. 308 page 235
Orma Herrie Register of Deeds
by _____ Deputy

RELEASE OF RESTRICTION

THIS DECLARATION OF RELEASE, made this 24th day of March, 1972, at Emporia, Lyon County, Kansas, by DORIS M. HURT, FLOYD J. ANDREWS AND BERTHA E. ANDREWS, husband and wife, hereinafter called "Grantors".

WITNESSETH, that, WHEREAS, Grantors are the owners of the fee simple title to 75% of the front feet of the building sites subjected to the conditions, covenants, restrictions, reservations and easements set forth in the Declaration of Protective Covenants made by them and Verner G. Hurt, as Grantors, on the 25th day of March, 1963, applying to the Northeast Quarter of Section 8, Township 19 South, Range 12 East of the Sixth Principal Meridian in Lyon County, Kansas, known as Thorne Dale Addition, Lyon County, Kansas, and also known as Thorndale, and also known as Thornedale; and

WHEREAS, Grantors desire to release all of the land so restricted from the restriction contained in Paragraph Tenth of said protective covenants; and

WHEREAS, Grantors hereby agree to such release;

NOW, THEREFORE, Grantors hereby declare that the restrictions contained in Paragraph Tenth of the Protective Covenants executed on March 25, 1963, and filed of record on April 8, 1963, in Volume 280 at page 407 in the office of the Register of Deeds of Lyon County, Kansas, such restrictions applying to the real estate described hereinbefore, are released and are of no further force or effect as to any lot or building site subject to such Protective Covenants.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed this 24th day of March, 1972.



Doris M. Hurt
Doris M. Hurt

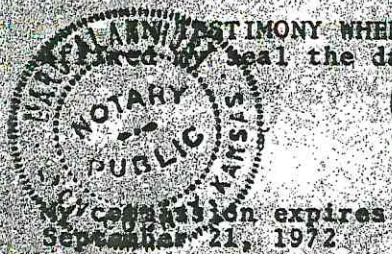
Floyd J. Andrews
Floyd J. Andrews

Bertha E. Andrews
Bertha E. Andrews

STATE OF KANSAS, Lyon County, ss
Filed for record this 24 day of March
1972 at 2:40 PM and duly recorded
in Vol 324 page 697
Doris M. Hurt Register of Deeds
Deputy

STATE OF KANSAS, LYON COUNTY, SS:

BE IT REMEMBERED, that on this 24th day of March, 1972, before me, the undersigned, a notary public in and for the county and state aforesaid, came Doris M. Hurt and Floyd J. Andrews and Bertha E. Andrews, husband and wife, who are personally known to me to be the same persons who executed the within instrument in writing, and such persons duly acknowledge the execution of the same.



Marc Alan Hurt
Marc Alan Hurt, Notary Public

AGREEMENT

Agreement made this _____ day of _____, 1972

between Ralph J. Thill and Helen L. Thill, of Thorne Dale Addition, Lyon County, Kansas hereinafter referred to as Grantees and the undersigned, the owners of Lots numbered Block I, lots 1 through 34; Block II, lots 1 through 25; Block III, lots 1 through 31; and all of Block IV, in Thorne Dale Addition, Lyon County, Kansas herein referred to as Grantors.

Grantees are now the owners of the following described real property:

Lots numbered 28 and 29 in Block Three (3), Thorne Dale Addition to Lyon County, Kansas and being all of the Northeast Quarter of Section Eight (8), Township Nineteen (19), Range Twelve (12) East of the 6th P.M. except that part as taken by condemnation proceedings for state highway purposes.

Grantees have requested Grantors to modify, insofar as it is applicable to said Lots 28 and 29 in Block Three (3), the following protective covenant which accompanies the plat to Thorne Dale Addition, Lyon County, Kansas, and which is recorded in Book 280, Page 407, Miscellaneous Records, Lyon County Register of Deeds:

FIRST: No structures or improvements shall be erected, altered, placed or permitted to remain on any building sites subject to this declaration other than one new detached single family dwelling with private garage and such other structures for said single family use and beautification of the landscape as are appropriate to such use. No structures or improvements shall be erected, altered, placed or permitted to remain closer than 30 feet to any side tract line on any building site subject to this declaration. Each such separate dwelling shall have a minimum square foot area of not less than 1200 square feet inside measurement at ground level, not including porches and garages.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantors, the receipt whereof is hereby acknowledged, Grantors hereby consent that the original protective covenant referred to above shall be and the same

STATE OF KANSAS, Lyon County, ss
Filed for record this _____ day of _____
1972 at _____ (City) and duly recorded
in Vol 325 page 315

by _____

is hereby changed and modified so that Grantees, their heirs and assigns, shall have the right, and they are hereby granted the right, to use the premises for the erection and maintenance of the single family dwelling presently being constructed on Lot 28 which said single family dwelling shall not be extended to be closer than 24 feet to the North property line of Lot 27, in the same manner as though the original protective covenants had never been made.

IN WITNESS WHEREOF, the parties have executed this agreement at Thorne Dale Addition, Lyon County, Kansas the day and year first above written.

George W. Wyatt III

Carol E. Wyatt

STATE OF KANSAS, RILEY COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George W. Wyatt III and Carol E. Wyatt who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My commission expires:

AGREEMENT

Agreement made this 31 day of MAY, 1972

between Ralph J. Thill and Helen L. Thill, of Thorne Dale Addition, Lyon County, Kansas hereinafter referred to as Grantees and the undersigned, the owners of Lots numbered Block I, lots 1 through 34; Block II, lots 1 through 25; Block III, lots 1 through 31; and all of Block IV, in Thorne Dale Addition, Lyon County, Kansas herein referred to as Grantors.

Grantees are now the owners of the following described real property:

Lots numbered 28 and 29 in Block Three (3), Thorne Dale Addition to Lyon County, Kansas and being all of the Northeast Quarter of Section Eight (8), Township Nineteen (19), Range Twelve (12) East of the 6th P.M. except that part as taken by condemnation proceedings for state highway purposes.

Grantees have requested Grantors to modify, insofar as it is applicable to said Lots 28 and 29 in Block Three (3), the following protective covenant which accompanies the plat to Thorne Dale Addition, Lyon County, Kansas, and which is recorded in Book 280, Page 407,

Miscellaneous Records, Lyon County Register of Deeds:

FIRST: No structures or improvements shall be erected, altered, placed or permitted to remain on any building sites subject to this declaration other than one new detached single family dwelling with private garage and such other structures for said single family use and beautification of the landscape as are appropriate to such use. No structures or improvements shall be erected, altered, placed or permitted to remain closer than 30 feet to any side tract line on any building site subject to this declaration. Each such separate dwelling shall have a minimum square foot area of not less than 1200 square feet inside measurement at ground level, not including porches and garages.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantors, the receipt whereof is hereby acknowledged, Grantors hereby consent that the original protective covenant referred to above shall be and the same

STATE OF KANSAS, Lyon County ss
I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on this _____ day of _____, 1972.
Book 325, Page 318

By _____

to use the premises for the erection and maintenance of the single family dwelling presently being constructed on Lot 28 which said single family dwelling shall not be extended to be closer than 24 feet to the North property line of Lot 27, in the same manner as though the original protective covenants had never been made.

IN WITNESS WHEREOF, the parties have executed this agreement at Thorne Dale Addition, Lyon County, Kansas the day and year first above written.

Ralph J. Thill
Ralph J. Thill

Helen L. Thill
Helen L. Thill

GRANTORS

Cecil Elmer Bollinger
Cecil Elmer Bollinger

Judith Ann Bollinger
Judith Ann Bollinger

Curtis P. Maxwell
Curtis P. Maxwell

Verda G. Maxwell
Verda G. Maxwell

Ilva Koenig
Ilva Koenig

Wesley E. Bowden
Wesley E. Bowden

Kathryn S. Bowden
Kathryn S. Bowden

Estle Orville Worcester
Estle Orville Worcester

Minnie Jean Worcester
Minnie Jean Worcester

Floyd J. Andrews
Floyd J. Andrews

Eldridge B. Andrews
Eldridge B. Andrews

Doris M. Hurt
Doris M. Hurt

George W. Merwin, III
George W. Merwin, III

Peggy L. Merwin
Peggy L. Merwin

Owen Samuel, Jr.
Owen Samuel, Jr.

Ethel M. Samuel
Ethel M. Samuel

Ruby Brunell
Ruby Brunell

George W. Wyatt III
George W. Wyatt III

Carol E. Wyatt
Carol E. Wyatt

Wallace L. Uttinger
Wallace L. Uttinger

Wilma R. Uttinger
Wilma R. Uttinger

James W. Hollar
James W. Hollar

Elmer W. Siedhoff
Elmer W. Siedhoff

Dorothy M. Hollar
Dorothy M. Hollar

Mildred D. Teichgraber
Mildred D. Teichgraber

Mury A. Goff
Mury A. Goff

Harold P. Wells
Harold P. Wells

Thelma C. Goff
Thelma C. Goff

Rose M. Wells, a single woman
Rose M. Wells, a single woman

Ivan P. Daily
Ivan P. Daily

Harry L. Waterman
Harry L. Waterman

Victoria Lee Daily
Victoria Lee Daily

Nora M. Waterman
Nora M. Waterman

Lloyd A. Utley, Jr.
Lloyd A. Utley, Jr.

Darwin W. Lehning
Darwin W. Lehning

Charlene Garr Utley
Charlene Garr Utley

Margie A. Lehning
Margie A. Lehning

Albert H. Ropfogel
Albert H. Ropfogel

George R. R. Pflaum
George R. R. Pflaum

Carol J. Ropfogel
Carol J. Ropfogel

GRANTORS James W. Hollar
Atty in fact.

GRANTORS

STATE OF KANSAS, LYON COUNTY, ss.

BE IT REMEMBERED, That on this 31st day of May, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the above signed parties who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

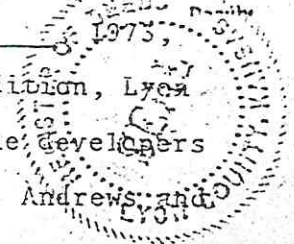


Notary Public

STATE OF KANSAS, Lyon County, ss.
Filed for record this 28 day of July
1974 at 2:00'clock P.M. and duly recorded
in Vol 332 page 753

A G R E E M E N T

Omnia Register of Deeds



THIS AGREEMENT made this 9th day of July

by and between the owners of tracts in Thornedale Addition, Lyon County, Kansas, hereinafter called "RESIDENTS" and the Developers of Thornedale Addition, Floyd J. Andrews, Eldridge B. Andrews, and Doris M. Hurt, hereinafter called "DEVELOPERS",

WITNESSETH:

WHEREAS, "RESIDENTS" and "DEVELOPERS" are mutually interested in the continued development and protection of Thornedale Addition and in the conservation and preservation of the lake, the dam and the operation, conservation and preservation of the parks and common areas and are mutually interested in the operation and administration of the water systems and road systems,

NOW, THEREFORE, in consideration of the mutual and separate promises and covenants herein made, the parties agree as follows:

1. To amend Article VII of the Articles of Incorporation of Thornedale Development Committee, Inc., to read as follows:

Membership in this corporation shall be held by those persons owning tracts in Thornedale Addition, also known as Thornedale Development. The Board of Directors shall consist of three members of the corporation elected by the tract owners at annual elections held for that purpose. For the purpose of election of directors, Floyd J. Andrews, Eldridge B. Andrews and Doris M. Hurt, the developers of Thornedale Addition, and their successors in interest, shall be entitled to elect one director so long as they own not less than five lots in Thornedale Addition. The other two directors shall be elected by a majority vote of the tract owners, excluding the developers or their successors in interest. For all other purposes, the owner of each tract, including the developers or their successors in interest, shall be entitled to one vote for each tract owned. Only one vote shall be cast for each tract regardless of the number of persons owning an interest in said tract.

2. "DEVELOPERS" shall convey unto Thornedale Development Committee, Inc., the following property:

- A. Lot Numbered One (1) in Thornedale Addition.
- B. The lake in Thornedale Addition as platted; the dam and spillway area lying between Locust

Lane on the east side and Lake Shore Drive on the west side and extending south to the right of way of Highway 50.

C. The water well, water plant, water pump, all water lines and all easements on any Thornedale Addition property owned by "DEVELOPERS" used in the operation of the water well, water pump and water distribution system. Also all water lines installed after the execution hereof, which shall become the property of Thornedale Development Committee, Inc., upon installation in the ground by "DEVELOPERS".

3. "DEVELOPERS" shall at their own expense obtain a competent engineer to determine the work required to be done to repair and protect the dam and spillway in Thornedale Addition properly, and "DEVELOPERS" will at their expense and prior to the transfer thereof to Thornedale Development Committee, Inc., undertake and complete such work to repair and protect said dam and spillway in accordance with the engineering requirements at the earliest date reasonable; or, should the committee consent, "DEVELOPERS" shall immediately transfer said dam and spillway to the committee in its present condition along with the sum of Two Thousand Dollars (\$2,000.00), whereupon it shall be the obligation of the committee to so repair said dam and spillway.

4. "DEVELOPERS" shall transfer to Thornedale Development Committee, Inc., full ownership of the entire water system and ownership to all funds and records now held for the operation of the water system, and Thornedale Development Committee, Inc., shall thereafter be fully responsible for the operation of the water system.

5. "DEVELOPERS" shall pay to Thornedale Development Committee, Inc., \$25.00 at the time of sale of any lot sold by "DEVELOPERS" after the execution hereof, said amount to be used for maintenance or improvement of the property owned by said corporation; and the Protective Covenants for Thornedale Addition shall be amended by addition of a covenant executed by all the parties hereto to provide as follows:

754

The committee heretofore established, or its successors, shall have the right to improve and maintain the streets, parks, dam, lake, water well, water plant, water pump and all water lines and other common areas, including any property owned by the committee, or its successors, and it shall have the right to exercise general care, supervision and maintenance of said development and the lots therein situated; and for such purposes the committee or its successors, may levy an annual assessment not exceeding \$50.00 per lot or building site upon which a house or other improvement has been located, and an annual assessment on unimproved lots as follows:

A. On unimproved lots which have been sold by the developers and which are owned by individuals or other owners for subsequent improvements, an assessment of not more than fifty percent (50%) of the assessment to be made upon improved lots.

B. On unimproved lots owned by developers, an assessment of not to exceed twenty-five percent (25%) of the assessment made against improved lots.

The committee, or its successors, shall have the right to bring legal action to enforce said assessments and such assessments, when reduced to judgment, shall constitute a lien against the lot to which assigned or levied, the owners thereof waiving any legal exemption applying thereto by the execution hereof or by notice hereof upon purchase of said lot.

6. The parties agree that an amendment to Paragraph Eleventh of the Protective Covenants for Thornedale Addition shall be made as follows:

Each of the conditions, covenants, restrictions and reservations set forth herein shall continue and be binding upon the Grantors and upon their heirs, successors and assigns for a period of five (5) years from the date hereof and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the Grantors (developers), or their successors in interest, for so long as they own five or more lots, and the owners of title to 75% of the lots owned by persons other than the Grantors (developers), acting jointly, may release all of the land restricted hereby from any one or more of said restrictions at the end of the first five-year period or any successive five-year period by executing an appropriate agreement or agreements in writing for such purpose and filing the same in the office of the Register of Deeds of Lyon County, Kansas, at least one (1)

year prior to the expiration of the first or of any successive five-year period.

7. The Thornedale Development Committee, Inc., shall after the execution hereof be responsible for the enforcement and administration of the protections provided, and the duties and obligations imposed by the Protective Covenants of Thornedale Addition.

8. One connection to the water system shall be allotted to each lot. Installation of water meters at such time as connections are made to the Thornedale Addition water system shall be made at the expense of the individual lot owner desiring such connection. All individual lot owner connections to the water distribution system shall be by lines not exceeding three quarter inches in diameter.

9. "DEVELOPERS" will be liable and responsible for the following:

A. For the expense of installing water lines to areas not now serviced by such lines or to lots now owned by "DEVELOPERS" and subsequently sold, such expenses to be paid at the time said water lines are installed. Title to new water lines shall vest in the Thornedale Development Committee, Inc., upon installation in the ground. No installation of new water lines shall reduce the pressure of the existing system below 37 pounds per square inch. "DEVELOPERS" shall be liable and responsible to provide such additional lines as may be necessary to service new areas in order to maintain the water pressure at a minimum of 37 pounds per square inch.

B. For payment of the sum of \$25.00 to the Thornedale Development Committee, Inc., for each lot sold subsequent to the execution hereof, including lots platted in Block 4, said amount to be in addition to the payment provided for in Paragraph Five hereof. All funds paid under the provisions of this Paragraph Nine shall be used solely for the maintenance and improvement of the entire water system of Thornedale Development.

10. "DEVELOPERS" shall have the right to replat Block 4 into no more than twenty-two lots as tracts for homesites with provisions for adequate sewage disposal by septic tank, lagoon or otherwise as directed by the appropriate State, County or City health authority, all of which lots shall be subject to the provisions of this agreement. In the event zoning procedures are

necessary in the replatting of said Block 4, "RESIDENTS" shall not object to zoning of said Block 4 for single family residential development in accordance with the now existing zoning laws of the State of Kansas and zoning resolutions of Lyon County, Kansas. All lots platted in Block 4 shall be subject to all of the covenants and restrictions on the Thornedale Addition in accordance with the declaration thereof now on file and will be subject to any lawful amendments hereinafter made thereto. All improvements placed on Block 4 shall comply with the applicable zoning regulations.

11. "DEVELOPERS" shall have the right to add no more than twenty-two connections to the Thornedale Addition water system at the time Block 4 is replatted.

12. With the amendments provided herein, the parties agree to accept and abide by the Articles of Incorporation now filed and By-laws proposed for the Thornedale Development Committee, Inc., a Kansas corporation.

13. This agreement shall be binding upon the parties hereto, their respective heirs, devisees and assigns.

WITNESS OUR HANDS the day and year first above written.

Albert Spitzel
James W. Holla
Darwin W. Lehning
Charles K. ...
Melvin D. ...
Owen George Samuel
Mrs. Ivan Daisy
Estle O. Worcester

Carol Poppe
K. ...
Margie A. Lehning
Peter M. Schmidt
Ralph J. Thill
Muel A. Goff
Helma C. Goff
Mrs. E. O. Worcester

Rose Marie Wells
 James O White
 Mary Stewart
 Sharon Stewart
 Margaret Jane Schaefer
 C. P. Maxwell
 Geo. R. P. Maum
 Vera Maxwell
 Lawrence J. Hoke
 Susan Hoke
 Cecil E. Bollinger
 Mrs Ethel (over) Samuel

"RESIDENTS"

Floyd J. Andrews
 Floyd J. Andrews
 Eldridge B. Andrews
 Eldridge B. Andrews

758 Doris M. Hurt
 Doris M. Hurt
 "DEVELOPERS"

**Thornedale Addition
Amendment to Agreement**

2005 DEC -1 PM 3: 01

REGISTER OF DEEDS
VICTORIA LOPEZ

This amendment is made this 1st day of Dec., 2005 in connection with the Agreement recorded in Volume 332, Page 753 in the Office of the Register of Deeds of Lyon County, Kansas in connection with the following described real property situated in Lyon County, Kansas:

The Northeast Quarter of Section 8, Township 19 South, Range 12 East of the 6th Principal Meridian, including Thornedale Addition situated therein.

The undersigned parties hereby certify that they are owners of the fee simple title to 75% or more of the front feet of the building sites shown in Thornedale Addition and that this amendment is made in accordance with the voting rights within Covenant Number 6 of said Agreement.

The parties hereto hereby agree to amend said Agreement as follows:

1. Covenant Number 5

- A. The committee or its successors may levy an annual assessment not to exceed \$100.00 per lot or building site upon which a house or other improvement has been located.
- B. The committee or its successors may levy an annual assessment on unimproved lots not to exceed 25% of the assessment to be made upon improved lots.

Add Item C

- C. The Committee or its successors may levy special assessments deemed necessary during any one year that exceed an aggregate of 50% of the annual assessment by receiving documented approval from 75% of Thornedale lot owners. The above requirement will not include unfunded government mandates of which the committee has no control.

2. Covenant Number 6

- A. To waive the time restriction of one year prior to each five year period of the Agreement date for this amendment. This amendment will become effective on January 1, 2006 and continue in effect until such

time additional amendments are required. Assessment payments will be made to the committee secretary by January 15th of each year.

The time restrictions within Covenant Number 6 of said Agreement will be enforced for all future matters unless amended by 75% or more of the lot owners. The remaining covenants will remain unaffected by this amendment.

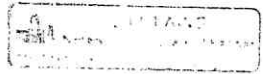
The undersigned title owners hereby ratify and approve the foregoing amendment to said Agreement.

700

Notary Public in and for the county and state aforesaid came Steven A. Smith, Steven A. Butler and Donald D. Michael, who are known to be current members of the Home Owners Association, certified to me the above signatures are valid and represent the lot owners within Thornedale Addition.

Witnessed by Steven A. Smith *Steven A. Smith*
Date 12-1-05
Witnessed by Steven A. Butler *Steven A. Butler*
Date 12-1-05
Witnessed by Donald D. Michael *Donald D. Michael*
Date 12-1-05

Notary Public in and for the county and state aforesaid set my hand and affixed my notarial seal on this 1st day of December, 2005.



Steven A. Smith

01
6:00
2:00

Easement and Agreement

WHEREAS, Robert J. and Judy A. Dunn husband and wife, hereinafter referred to as 1st Party, are the owners of the following described real estate, to-wit,

Lot Numbered Three (3) in Block Numbered Three (3) in Thorndale Addition to Lyon County, Kansas.

AND WHEREAS, Rose M. Wells, hereinafter referred to as 2nd party, is the owner of the following described re estate, to-wit,

Lot Numbered Two (2) in Block Numbered Three (3) in Thorndale Addition to Lyon County, Kansas, and being the Northeast Quarter of Section Eight (8), Township Nineteen (19) South, Range Twelve (12) East of the 6th P.M.

AND WHEREAS, the 1st Party has a subsurface soil absorption sewage treatment system located on their property and located adjacent within the property boundary of the 2nd party.

AND WHEREAS, the Parties hereto acknowledge that a water well cannot be located within 100 feet of the subsurface soil absorption sewage treatment system.

AND WHEREAS, the Parties hereto agree that a violation may occur in the event a subsurface soil absorption sewage treatment system is located within 25 feet of a property line.

NOW THEREFORE, the Parties hereto agree that in exchange for bargain for consideration and the promises herein that:

1. All Parties agree that the subsurface soil absorption sewage treatment system now located on the property of the 1st Party may remain in its present location.
2. All Parties release and hold harmless from any liability that could result from a violation of the health and safety codes regarding the location of a subsurface soil absorption sewage treatment system within 25feet of their common boundary.
3. This Agreement is binding upon the parties hereto, their heirs, executors, assign and successors in title.

Dated: 5 - 24 - 2004
Month day Year

14 DAY OF Sept 2004, 3:55 P.M.
STATE OF KANSAS, LYON COUNTY
RECORDED VOL 585 PAGE 13
VICTORIA LOPEZ REGISTER OF DEEDS

1 st Party(ies)

Robert J. Dunn
Judy A. Dunn

2 nd Party

Rose M. Wells

SUBSCRIBED AND SWORN TO BEFORE ME BY
This 24 day of May 2004

Appt. Expires May 20, 2005 NotaryPublic

MARY L. TABARES
Notary Public - State of Kansas
My Appt. Expires 5-20-05

LYON COUNTY REAL ESTATE TAX STATEMENT

2020

Quick Ref. : R5316
 CAMA #: 183-08-0-00-02-011.00-0-01
 Parcel #: TA01115 Levy: 126.86930

Date: 6/16/2021
 Tax Unit: 102 - EMPORIA TOWNSHIP / USD 253

Statement #: 896
 Property Address: 3 LAKESHORE DR - EMPORIA, KS 66801
 Deed Name: ROBERT J. DUNN & JUDY A. DUNN

Real Estate

TAX SUMMARY

First Half Tax:	1,214.23
Second Half Tax:	1,214.23
Total Tax:	2,428.46

Owner ID #: DUNN00010
 Owner Name: DUNN, ROBERT J & JUDY A
 Owner Address: 3 LAKESHORE DR
 EMPORIA, KS 66801-9795

MAKE CHECKS PAYABLE TO:
 County Treasurer
 PO Box 747
 EMPORIA, KS - 66801
 620-341-3255

NOTE: PAY ONLINE: <https://www.kansas.gov/propertytax>. You will need your statement number and taxpayer ID. (you MUST leave one zero out of the ID as only 8 digits are allowed.)

PROPERTY DESCRIPTION

Subdivision: T11 THORNDALE ADDN Block: 3 Lots: 3 Section: 8 Township: 19S Range: 12E
 Legal: THORNDALE ADDN, S08, T19S, R12E, BLOCK 3, Lot 3, ACRES 0.8, (150.0 X 240.0) Total Acres: 0.80 Ag Acres: 0.00

ASSESSED VALUE

PROPERTY CLASS	ASSD RATE	PRIOR YEAR	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
R RESIDENTIAL RURAL	11.5/11.5	18,492	19,504	1,012	5.47	2,474.46
SCHOOL EXEMPT	0.0/0.0	2,300	2,300	0	0.00	-46.00

THE FIRST \$2,300 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

SPECIAL ASSESSMENTS / NRA

Grand Total: 2,428.46

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	59.303000	55.423300	-6.54
Fire District	5.307000	5.082000	-4.24
Library	1.380000	1.296000	-6.09
School District	43.133000	43.187000	0.13
School District - General	20.000000	20.000000	0.00
Township	0.397000	0.381000	-4.03
Grand Total:	131.02000	126.86930	-3.17

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	27.74	29.26	1.52	5.48
County	1,096.63	1,080.97	-15.65	-1.43
Fire District	98.14	99.12	0.98	1.00
Library	25.52	25.28	-0.24	-0.94
School District	797.61	842.32	44.70	5.60
School District - General	323.94	344.08	20.24	6.25
Township	7.34	7.43	0.09	1.23
Grand Total:	2,376.82	2,428.46	51.64	2.17

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	22,781.86	24,455.36	1,673.50	7.35
County	900,818.18	904,067.46	3,249.27	0.36
Fire District	80,614.32	82,879.12	2,264.81	2.81
Library	20,960.51	21,148.66	188.15	0.90
School District	655,118.49	704,102.12	48,983.63	7.48
School District - General	285,910.67	307,673.61	21,762.94	7.61
Township	6,030.45	6,213.07	182.62	3.03
SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00
Grand Total:	1,972,234.48	2,050,539.40	78,304.92	3.97

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

DETACH AND REMIT WITH PAYMENT
1st HALF PAYMENT COUPON - 2020
 FIRST HALF DUE: 12/21/2020

TAXPAYER ID #: DUNN00010
 STATEMENT #: 896
 PARCEL #: TA01115
 QUICK REF.: R5316
 DUNN, ROBERT J & JUDY A


 Real Estate


PAID ON
12/10/2020

3 LAKESHORE DR
 EMPORIA, KS 66801-9795

1ST HALF PAYMENT DUE 0.00

DETACH AND REMIT WITH PAYMENT
2nd HALF / FULL PAYMENT COUPON - 2020
 SECOND HALF DUE: 05/10/2021

TAXPAYER ID #: DUNN00010
 STATEMENT #: 896
 PARCEL #: TA01115
 QUICK REF.: R5316
 DUNN, ROBERT J & JUDY A


 Real Estate

PAID ON
12/10/2020

3 LAKESHORE DR
 EMPORIA, KS 66801-9795

2ND HALF PAYMENT DUE 0.00